

Town of Falmouth

Request for Proposal –Building Demolition

Request for Proposal Overview:

The *Town of Falmouth* is currently requesting proposals for the demolition of a single-family , wood and masonry home located at River Point Conservation Area at 65 Gray Road, Falmouth, ME. It is the desire of the *Town of Falmouth* to receive proposals from qualified contractors for the demolition of the building and removal of all materials. The Request for Proposal (RFP) process will provide for the following steps: 1) Issuance of RFP documents, 2) Answer questions, 3) Receipt of proposals, and 4) Award of contract.

Proposals:

Proposals shall include all permits, equipment, labor, and materials required to complete this RFP. This includes any and all demolition/disposal required for satisfactory removal.

The only approved access point is across the PanAm railroad right of way. The load limit on the bridge to the property is 15 tons maximum.

All work shall be done in accordance with all applicable federal, state, and local codes. Any conflict between the applicable codes shall be resolved by following the most stringent of these codes. All work shall be performed in a timely manner without undue interruption of services.

The *Town of Falmouth* reserves the right to reject any and all proposals in response to this RFP that are deemed not to be in the project's best interest. The *Town of Falmouth* further reserves the right to cancel or amend this RFP at any time and will notify all recipients accordingly.

The award of contract will be based on the quality of the contractor, cost of the work, and length of time to complete the demolition.

Proposals shall be sealed and clearly marked "*Town of Falmouth River Point House Demolition*" and delivered to the office of the Parks & Community Programs Director no later than August 31, 2016 at 2:00 PM. Late or faxed submissions will not be accepted. The *Town of Falmouth* reserves the right to refuse any or all proposals. All official questions related to this Request for Proposal shall be directed to Lucky D'Ascanio, Parks & Community Programs Director, (207) 699-5313, ldascanio@falmouthme.org. Only written questions and written responses shall be considered part of the RFP process.

Bid Schedule:

- 1) Request for Proposal documents will be available via the Town of Falmouth website (http://www.town.falmouth.me.us/Pages/FalmouthME_Bids/2016_bids) beginning August 12, 2016. Hard copies shall be available on August 15, 2016 at the Mason-Motz Activity Center, 190 Middle Road, Falmouth, ME 04105.

- 2) Proposals are due no later than August 31, 2016 at 2:00 PM in the office of the Parks & Community Programs Director located at 190 Middle Road, Falmouth, ME. A public bid opening will occur at 2:00 PM inside the Mason-Motz Activity Center.
- 3) Award of contract is scheduled for the week of September 5, 2016 pending Falmouth Town Council approval. Work is required to be completed to the by December 1, 2016. Final payment will be delivered after the Town Engineer has inspected the demolition and restoration of building site.

Scope of Work:

Contractor shall remove all portions of the structure and the foundation. Contractor may reuse the existing masonry structure to compliment the MaineDOT granular borrow provided the material is broken down to pass through an 8" sieve, there are no foreign or toxic materials, and there are no voids in the back fill.

Contractor shall backfill the cellar hole with MDOT granular borrow or similar compactable fill. All fill material shall be compacted in lifts by mechanical means to 95% compaction. The last 8" of backfill shall be a loam and borrow mix suitable for vegetative restoration.

No fill or loam shall contain invasive species. The Town of Falmouth has an extensive program in place to remove them from public land.

Contractor shall seed and mulch all disturbed areas with MaineDOT type III seed mix.

Contractor shall match the existing grades when backfilling the cellar hole. No grade shall be less than 2% or greater than 10%.

Contractor is required to salvage granite from the window sills and foundation. Granite shall be delivered the Parks and Community Programs storage facility on Mill Road.

The Town of Falmouth will remove all asbestos through a third party prior to the demolition of the building.

The Town of Falmouth requires 2 week's notice for trail closure notifications. Once the Town of Falmouth has received the 2 week notice, the contractor shall start and finish all demolition and restoration within 14 calendar days.

Permits:

All required permits shall be part of the proposal. The *Town of Falmouth* will not charge a fee for the required local permits.

AGREEMENT

I. PARTIES

This contract (hereinafter referred to as "Agreement") is made and entered into on this _____ day of _____, 201____, by and between the Inhabitants of the Town of Falmouth with a mailing address of 271 Falmouth Road, Falmouth, Maine 04105 (hereinafter referred to as "Town"); and _____, with a mailing address of _____ (hereinafter referred to as "Contractor"). In consideration of the mutual promises contained herein, Contractor agrees to perform the following services for the Town.

II. SCOPE OF WORK

In consideration of the compensation set forth herein, the Contractor shall perform the services as outlined in a request for proposal dated _____ and attached hereto as Exhibit A and the response attached hereto as Exhibit B.

III. COMMENCEMENT AND COMPLETION

The Contractor will commence work on or before _____, 201____ and will complete work on or before _____, 201____.

IV. PAYMENT TERMS

The Contractor shall submit an invoice on or about the first of each month reflecting services performed at the Contractor's normal professional billing rates, attached hereto as Exhibit C. The Contractor understands that the payment for completion of the services outlined in Section II shall not exceed _____ Dollars (\$____), and the Contractor agrees to perform the services on that basis. Invoices shall list separately all out of pocket expenses being billed.

V. TERMINATION

Either party may terminate this Agreement for cause after giving the other party written notice and a reasonable opportunity to cure. The Town may terminate without cause by giving the Contractor fourteen (14) days notice, and compensating the Contractor equitably to the termination date.

VI. DISPUTE RESOLUTION

Any controversy or claim arising out of or related to this Agreement, which cannot be resolved between the parties shall be submitted to the Maine Superior Court (Cumberland County). This agreement shall be governed by Maine law.

VII. QUALIFICATIONS

The Contractor represents it holds, and will continue to hold during the term hereof any and all qualifications, licenses and certifications required to perform its services in Maine. The contractor shall perform all services in accordance with professional standards.

VIII. SUBCONTRACTORS

The Contractor shall be fully responsible to the Town for the acts and omissions of any subcontractors, and of persons either directly or indirectly employed by it, and shall hold subcontractors to the same terms and conditions as Contractor is held under this Agreement. No subcontractors shall be retained on this Agreement without the specific prior written approval of the Town.

IX. INSURANCE

The Contractor shall purchase and maintain Workers' Compensation Insurance, General Public Liability and Property Damage Insurance including vehicle coverage and professional liability insurance, all with limits and terms satisfactory to the Town. The Town shall be named as an additional insured on the liability policy.

X. INDEMNIFICATION

The Contractor will indemnify and hold harmless the Town, its officers, agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the Agreement by the Contractor, its officials, employees, agents and subcontractors.

XI. ENTIRE AGREEMENT

This Agreement and its attachments represent and contain the entire agreement between the parties. Prior discussions or verbal representations by the parties that are not contained in this Agreement and its attachments are not a part of this Agreement. Where there is any conflict between the provisions of this Agreement and the provisions of any attachment, the provisions of this Agreement shall control.

Date: _____

By: _____

Title: _____

Date: _____

INHABITANTS OF THE
TOWN OF FALMOUTH, MAINE

By: _____

Nathan A. Poore, Town Manager